

TERM & CONDITIONS

1. INTRODUCTION

1.1 In these terms and conditions, the terms "we", "us" and "our" are a reference to Digiquest India Ltd., Digiquest Academy, the owner and operator of this web site (Site).

1.2 These terms and conditions apply to the use of this Site. In using this Site, you agree to be bound by these terms and conditions (Terms). If you do not accept these Terms, you should refrain from using the Site. These Terms must be read in conjunction with any other applicable terms and conditions governing the use of the Site.

1.3 We may modify these Terms from time to time and notice of revisions to these Terms will be posted here. Continued use of the Service by you will constitute your acceptance of any changes or revisions to the Terms.

1.4 Access to this Site may be terminated at any time by us without notice. Our disclaimer and your indemnity to us will nevertheless survive any such termination.

2. USE AND COPYRIGHT

2.1 Copyright in the works contained on this Site, which includes text, images, videos, animation and audio files is owned by us. You may retrieve and display Content on a computer screen, print individual pages on paper and store such pages in electronic form on disk for your own non-commercial, personal use. Other than for such purposes or except as permitted by the Copyright Act or other applicable laws you may not, without our written permission, in any form or by any means:

(a) Adapt, reproduce, store, distribute, print, display, perform, publish, communicate to the public or create derivative works from any part of the Content; or

(b) commercialise any content, information, products or services obtained from any part of this Site.

2.2 We reserve all rights not expressly granted in and to the Site and Content.

2.3 You are responsible for your use of the Site and agree not to (including in any Graduate Submission):

- (a) Use any obscene, indecent or offensive language.
- (b) Place on the Site any material that constitutes financial advice or that is inaccurate, incomplete, false, misleading, defamatory, abusive, harassing, hateful, sexually explicit, graphically violent or any other content unsuitable for persons under 18 years of age;
- (c) place on the Site any material that is encrypted, constitutes junk mail or unauthorised advertising, invades a person's privacy, infringes any person's intellectual property rights, encourages conduct that would constitute a criminal offence or give rise to civil liability, or that otherwise violates any local, state, national or international law or regulation; or
- (d) use the Site for unlawful purposes and you acknowledge that such unlawful use may result in civil and criminal liability.

2.4 We do not warrant that we review all media content, which includes text, images, videos, animation and audio files before it appears on the Site. We operate a 'notice and take-down' policy, which means if we notice or are made aware of any content that contravenes these Terms, we reserve the right to remove the specified content. Any such complaint should be directed in writing to us

3. GRADUATE SUBMISSIONS

3.1 We permit the submission of videos or other communications submitted by our graduates (Graduate Submissions) and the hosting, sharing, and/or publishing of such Graduate Submissions. Graduate Submissions are made at your own risk and we do not guarantee confidentiality of any such material, even if unpublished on this Site. You are solely responsible for your own Graduate Submissions and the consequences of posting or publishing them to this site.

3.2 You retain all of your ownership rights in your Graduate Submissions. However, by submitting the Graduate Submissions to us, you grant to us a worldwide, non-exclusive, royalty-free, license (able to be sublicensed and transferred by us including to users of the Site) to use, reproduce, distribute, display, publish, communicate to the public, perform and prepare derivative works and adaptations of the Graduate Submissions in connection with the Site and our business. You also hereby grant each user of the Site a non-exclusive license to access your Graduate Submissions through the Site, and to use, reproduce, distribute, prepare derivative works of, display and perform such Graduate Submissions as permitted through the functionality of the Site and under these Terms.

3.3 We do not warrant that we review every Graduate Submission before it appears on the Site. We operate a 'notice and take-down' policy, which means if we notice or are made aware of a Graduate Submission that contravenes these Terms, we reserve the right to remove the Graduate Submission. Any such complaint should be directed in writing to us.

3.4 We encourage you to contact us if you feel a Graduate Submission violates the below detailed rules.

3.5 In connection with Graduate Submissions, you agree that you will not:

- (a) Submit material in which copyright subsists, or is protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant us all of the license rights granted herein;
- (b) Publish misleading or inaccurate material or misrepresentations that could damage any third party; or us
- (c) Submit material that is unlawful, obscene, defamatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offence, give rise to civil liability, violate any law, or is otherwise inappropriate;
- (d) Post advertisements or solicitations of business; or

(e) Impersonate another person.

(d) We do not endorse any opinion, recommendation, or advice expressed in a Graduate Submission, and we expressly disclaim to the extent allowable in law to any and all liability in connection with Graduate Submissions.

4. DISCLAIMER

4.1 We do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this or any Linked Site, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this Site or any Linked Site.

5. EXCEPTION TO DISCLAIMER

5.1 The disclaimers set out in these Terms do not attempt or purport to exclude liability in relation to any term implied by law, which cannot be lawfully excluded.

6. SPECIFIC WARNINGS

6.1 You must ensure that your access to this Site is not illegal or prohibited by laws, which apply to you.

6.2 You must take your own precautions to ensure that the process, which you employ for accessing this Site, does not expose you to risk of viruses or other form of interference, which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your accessing of this Site or any Linked website.

6.3 We do not warrant the accuracy, adequacy or completeness of any information contained on this Site, nor do we undertake to keep this Site updated. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained on this Site.

7. TRADEMARKS

7.1 Nothing contained in these Terms or on this Site should be construed as granting any license or right of use of any trademark displayed on the Site. Except where otherwise specified any word or device to which is attached the ® symbol is a registered trademark. If you use any trademarks in reference to our activities, products or services, you must include a statement attributing that trademark to us.

7.2 You must not use any of our trademarks or the Digiquest name:

- (a) in or as the whole or part of your own trademarks, company, business or domain names;
- (v) In connection with activities, products or services which are not ours;
- (c) In a manner which may be confusing, misleading or deceptive;
- (d) In a manner that disparages us or our information, products or services (including this Site).

You must not authorise or assist any person to do any of the acts specified above.

8. RESTRICTED USE

8.1 Unless we agree otherwise in writing, you are provided with access to this Site only for your personal use. Without limiting the foregoing, you may not without our written permission on-sell or otherwise commercialise information obtained from this Site.

9. LINKED SITES

9.1 This Site may contain links to other websites (Linked Sites). Those links are provided for convenience only and may not remain current or maintained.

9.2 We are not responsible for the content or privacy practices associated with Linked Sites.

9.3 Our links to Linked Sites should not be construed as any endorsement, approval, recommendation, or preference by us of the owners or operators of the Linked Sites, or for any information, graphics, materials, products or

services referred to on those Linked Sites unless and to the extent stipulated to the contrary.

9.4 Unless stated otherwise on this Site, we have:

- (a) no relationship with the owners or operators of Linked Sites; and
- (b) no control over or rights in Linked Sites.

10. YOUR PRIVACY RIGHTS

10.1 Any personal information that you provide about yourself to us will only be used by us in accordance with our Privacy Policy.

11. HOW WE HANDLE EMAILS

11.1 We will preserve the content of any email you send us if we believe we have the legal requirement to do so. We may monitor your email message content for trouble-shooting or maintenance purposes or if any form of email abuse is suspected.

12. SECURITY OF INFORMATION

12.1 Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information, which you transmit to us. Accordingly, any information transmitted to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

13. GOVERNING LAW

13.1 These Terms are governed by the laws in force in Telangana, India and you agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.